

STATE OF HAWAII

SUPPLEMENTAL CONTRACT NO. 1

TO CONTRACT **58216** (PSD 09-CPS/PB-01)

(Insert contract number or other identifying information)

This Supplemental Contract No. 1, executed on the respective dates indicated below, is effective as of November 19 2009, between the Department of Public Safety, State of Hawaii

(Insert name of state department, agency, board or commission)

("STATE"), by its Director,

(Insert title of state officer executing contract)

(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is 919 Ala Moana Boulevard, Room 400, Honolulu, Hawaii 96814, and Institute for Psychological Growth, Inc. ("CONTRACTOR"),

a Corporation

(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the CONTRACTOR)

under the laws of the State of Hawaii, whose business address and federal and state taxpayer identification numbers are as follows: 801 Alakea Street, Suite 205

Honolulu, Hawaii 96813; FEIN: 06-0000707; HIGET: 0720001012-01

**RECITALS**

A. WHEREAS, the STATE and the CONTRACTOR entered into Contract

**58216** (PSD 09-CPS/PB-01)

(Insert contract number or other identifying information)

dated March 27, 2009, which was amended by Supplemental Contract No(s). \_\_\_\_\_

dated \_\_\_\_\_, which was amended by Supplemental Contract No(s). \_\_\_\_\_

dated \_\_\_\_\_, which was amended by Supplemental Contract No(s). \_\_\_\_\_

dated \_\_\_\_\_, (hereafter collectively referred to as "Contract") whereby the CONTRACTOR agreed to provide the goods or services, or both, described in the Contract; and

B. WHEREAS, the parties now desire to amend the Contract.

NOW, THEREFORE, the STATE and the CONTRACTOR mutually agree to amend the Contract as follows: (Check Applicable box(es))

- ☐ Amend the SCOPE OF SERVICES according to the terms set forth in Attachment-S1, which is made a part of the Contract.
- ☒ Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment-S2, which is made a part of the Contract.
- ☒ Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment-S3, which is made a part of the Contract.
- ☐ Amend the SPECIAL CONDITIONS according to the terms set forth in Attachment-S6 SUPPLEMENTAL SPECIAL CONDITIONS, which is made a part of the Contract.
- ☐ Recognize the CONTRACTOR'S change of name.

FROM: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As set forth in the documents attached hereto as Exhibit \_\_\_\_\_, and incorporated herein.


A tax clearance certificate from the State of Hawaii ☐ is ☒ is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

A tax clearance certificate from the Internal Revenue Service ☐ is ☒ is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

The entire Contract, as amended herein, shall remain in full force and effect.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE



(Signature)

Clayton A. Frank

(Print Name)

Director

(Print Title)

11/18/09

(Date)

CONTRACTOR

CORPORATE SEAL

(If available)

Institute for Psychological Growth, Inc.

(Name of Contractor)

 Dameron PhD

(Signature)

DAVID DAMERON, PhD

(Print Name)

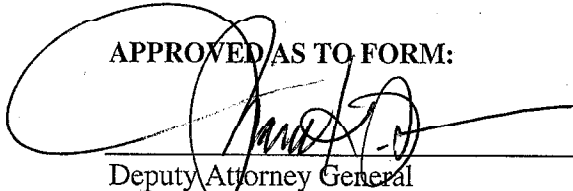
PRESIDENT, IPG Inc \*

(Print Title)

6-16-09

(Date)

APPROVED AS TO FORM:

  
Deputy Attorney General

\* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.

## **CORPORATE RESOLUTION OF AUTHORITY**

**RESOLVED**, that David B. Dameron, Ph.D., President and Darlene S. Dameron, Secretary-Treasurer of this Corporation, Institute for Psychological Growth, Inc., are authorized, on behalf of this Corporation and its name, to do any and all things necessary to conduct the business of the Corporation as set forth in the Article of Incorporation and Bylaws of the Corporation.

**FURTHER RESOLVED**, that the foregoing resolution shall remain in full force and effect until written notice of their amendment or revocation is received.

I hereby certify that the foregoing is a full, true and correct copy of the Resolution duly adopted by the Board of Directors of the Institute for Psychological Growth, Inc. "IPG, Inc." at a meeting duly and regularly called and held on March 27, 2008.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of said corporation this 2<sup>nd</sup> day of August, 2008.

Darlene S. Dameron  
Secretary

Corporate Seal  
Affixed Here

PROVIDER'S ACKNOWLEDGMENT

STATE OF Virginia )  
 ) SS.  
COUNTY OF Chesterfield )

On this 16th day of June, 20 09, before  
me appeared David B. Dameron  
and \_\_\_\_\_, to me known, to be the

person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are  
the

President and \_\_\_\_\_  
of DPH, Inc.

the PROVIDER named in the foregoing instrument, and that he/she/they is/are authorized to sign  
said instrument on behalf of the PROVIDER, and acknowledges that he/she/they executed said  
instrument as the free act and deed of the PROVIDER.

(Notary Seal)

By Kathryn W. DiSciullo #289910  
(Signature)

Print Name Kathryn W. DiSciullo

Date 6/16/09

Notary Public, State of Virginia

My commission expires: 3/31/12

Doc. Date: May 12, 2009 # Pages: 8

Notary Name: Kathryn DiSciullo Chesterfield Circuit

Doc. Description: PSD 09-CPS/PB-01

Family Therapy & Counseling Services  
Project Bridge on Oahu

(Notary Stamp or Seal)

Kathryn W. DiSciullo 6/16/09  
Notary Signature #289910 Date

NOTARY CERTIFICATION

**PROVIDER'S  
STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of:


Institute for Psychological Growth, Inc.

*(Name of PROVIDER)*

PROVIDER, the undersigned does declare as follows:

1. PROVIDER ☐ is\* ☒ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. PROVIDER has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. PROVIDER has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. PROVIDER has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

PROVIDER understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawai'i Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the

  
\* Reminder to agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract may not be awarded unless the agency posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACT NO. PSD 09-CPS/PB-01

declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

PROVIDER Institute for Psychological Growth, Inc.

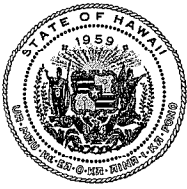
By

(Signature)

Print Name David Dameron PhD

Print Title PRESIDENT, IPG Inc.

Date 6-16-09



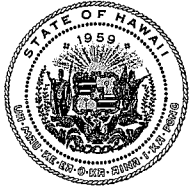
**STATE OF HAWAII**

**COMPENSATION AND PAYMENT SCHEDULE**

**COMPENSATION**

The contract amount is increased by NINETY-SIX THOUSAND AND NO/100 DOLLARS (\$96,000.00).

All other terms and conditions remain unchanged.



**STATE OF HAWAII**  
**TIME OF PERFORMANCE**

This contract is extended for an additional twelve month period commencing October 1, 2009 through September 30, 2010. This contract may be extended for not more than two additional twelve month periods or portions thereof.

All other terms and conditions remain unchanged.



## STATE OF HAWAII

**CERTIFICATE OF EXEMPTION  
FROM CIVIL SERVICE****1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development (“DHRD”).\***

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

(Signature)

Clayton A. Frank

(Print Name)

Director

(Print Title)

(Date)

11/18/09

\* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
- (2) There is no employee-employer relationship; and
- (3) The authorized funding for the service is from other than the "A" or personal services cost element.

**NOTE:** Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§ 76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

**2. By the Director of DHRD, State of Hawaii.**

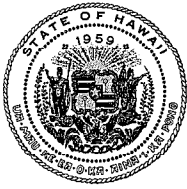
I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, HRS.

(Signature)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)



STATE OF HAWAII

**SUPPLEMENTAL SPECIAL CONDITIONS**

Facsimile or electronic copy: This Contract may be executed and transmitted by facsimile or other electronic means. Facsimile or electronic signatures shall be acceptable and effective to the same extent as original signatures, and shall be deemed the original of the Contract

**ACORD CERTIFICATE OF LIABILITY INSURANCE**OPID VM  
IPGIN-1

DATE (MM/DD/YYYY)

11/06/09

## PRODUCER

Noguchi & Associates, Inc.  
1314 S. King St., #560  
Honolulu HI 96814  
Phone: 808-596-2700 Fax: 808-596-2193

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURED

IPG Inc  
10400 MacAndrew Lane  
Chesterfield VA 23838

## INSURERS AFFORDING COVERAGE

## NAIC #

INSURER A: The American Insurance Co/FF

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING  
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR  
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH  
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		08/23/09	08/23/10	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ Included
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		11/04/09	08/23/10	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY ACC \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATO-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

State of Hawaii, Department of Public Safety, Administrative Services  
Office-Purchasing and Contracts is named as Additional Insured under the  
policy to the extent set forth in the General Liability policy provisions.  
Special Policy Provisions: See Attachment  
\*\*\*CERTIFICATE REVISED - HIRED/NON-OWNED AUTO COVERAGE EFF 11/4/09\*\*\*

## CERTIFICATE HOLDER

State of Hawaii, DOPS,  
Administrative Services  
Office-Purchasing & Contracts  
919 Ala Moana Blvd Room 413  
Honolulu HI 96814

STATE-1

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION  
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN  
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL  
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR  
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**NOTEPAD:**

HOLDER CODE

STATE-1

IPSN-0

PAGE 3

INSURED'S NAME

TPG Inc

OR ID VM

DATE 11/06/09

## CONTINUE CERTIFICATE

## PRIMARY AND NON-CONTRIBUTORY CLAUSE:

Such coverage as is afforded by the General Liability policy is to be primary and any other insurance in force for the additional insureds will be excess and non-contributing with the general liability policy for the project designated.